

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 27 July, 1998, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by Chapter 2, Section 2 of the City Charter, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the State's construction of the Pima Freeway (101L), the City requests the State design and construct the widening of Yorkshire Drive from I-17 to 27th Avenue, herein referred to as the Project, at an estimated cost of \$820,216.00, all at City's expense

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22545
Filed with the Secretary of State
Date Filed: 07/27/98

Petrey Bayless
Secretary of State

By Vicki V. Greenwood

II. SCOPE OF WORK

1. The State will:

a. Upon execution of the agreement, invoice the City, \$820,216.00 (\$20,093.00 for design and \$800,123.73 for construction, construction engineering and contingencies) for the estimated cost of the Project as shown on Exhibit A, attached hereto and made a part hereof.

b. Prepare, design plans, specifications and other such documents and services required for construction of the Project (collectively referred to as "construction documents") Consider City's comments, modifications and additions as appropriate.

c. Call for bid, award one or more construction contracts for the Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Upon completion, approve and accept the Project on behalf of the parties hereto. Invoice or reimburse the City for the final costs of the Project.

2. The City will:

a. Upon execution of the agreement and receipt of an invoice, remit \$820,216.00 (\$20,093.00 for design and \$800,123.73 for construction, construction engineering and contingencies) to the State for the estimated cost of the Project as shown on Exhibit A, attached hereto and made a part hereof.

b. Review the construction documents and provide comments as appropriate.

c. Be responsible for purchasing all necessary right of way, and clear all utility facilities required for the Project.

d. Be responsible for the cost of precast panels for the proprietary walls. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

e. Be responsible for any post design costs.

f. Upon completion of the Project, remit payment to the State for the balance of the Project, if necessary.

g. Upon completion and acceptance by the State provide maintenance to the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Department
200 W. Washington, 5th Floor
Phoenix, AZ 85003-1611

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

STATE OF ARIZONA
Department of Transportation

By Thomas E. Callow
JAMES H. MATTESON, P.E. *for*
Director, Street Transportation

By Victor M. Mendez
VICTOR M. MENDEZ, P.E.
Deputy State Engineer

ATTEST

By Vicky Miel
VICKY MIEL
City Clerk

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHEONIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 1st day of July, 1998

Michael D. Heen

ACTING City Attorney
DVB

5-10-05 ✓

RESOLUTION NO. 19085

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE STATE
OF ARIZONA THROUGH THE ARIZONA
DEPARTMENT OF TRANSPORTATION FOR
CONSTRUCTION OF THE WEST HALF OF THE
YORKSHIRE/UTOPIA FREEWAY INTERCHANGE
FROM INTERSTATE 17 FRONTAGE ROAD TO 27TH
AVENUE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as
follows:

SECTION 1. The City Manager be and he is hereby authorized to enter into
an agreement with the State of Arizona through the Arizona Department of
Transportation ("ADOT") for the construction of the west half of the Yorkshire/Utopia
Freeway interchange from Interstate 17 frontage road to 27th Avenue.

...
...

RESOLUTION

BE IT RESOLVED on this 15th day of April 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities to widen Yorkshire Drive from I-17 to 27th Avenue, at the City's expense.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID ALLOCCO, acting Manager
Engineering Technical Group

for MARY E. PETERS, Director

TRACS NUMBER
101 I MA 23 H4733 01C

**COMBINED ESTIMATE
100% Yorkshire Drive**

Sheet 1 of 3
Date: 3/30/98

PROJECT NUMBER
600-1(12)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	2010001 Clearing & Grubbing	L.Sum	1	\$ 7,018.63	\$ 7,018.63
2	2020101 Remove Fence	L.Ft.	1,098	\$ 2.00	\$ 2,196.00
3	2020315 Subgrade Stabilization (Force Account)	L.Sum	1	\$ 4,000.00	\$ 4,000.00
4	2030201 Excavation (Topsoil)	Cu.Yd.	1,200	\$ 2.00	\$ 2,400.00
5	2030901 Borrow	Cu.Yd.	14,660	\$ 4.00	\$ 58,640.00
6	3030022 Aggregate Base, Class 2	Cu.Yd.	266	\$ 16.00	\$ 4,256.00
7	4010010 Portland Cement Concrete Pavement (10")	Sq.Yd.	646	\$ 20.00	\$ 12,920.00
8	4040111 Bituminous Tack Coat	Ton	2	180.00	\$360
9	4040116 Apply Bituminous Tack Coat	Hour	4	135.00	\$540
10	4040272 AC Binder (PG 70-10) for AC (3/4")	Ton	24	\$ 160.00	\$ 3,840.00
11	4060006 Asphaltic Concrete (3/4" Mix)	Ton	483	\$ 20.00	\$ 9,660.00
12	4060026 Mineral Admixture for AC (3/4")	Ton	9	\$ 90.00	\$ 810.00
13	4070002 Asphaltic Concrete Friction Course (1/2")	Ton	152	\$ 52.00	\$ 7,904.00
14	4070004 Asphaltic Concrete Friction Course (Asphalt-Rubber)	Ton	14	\$ 42.00	\$ 588.00
15	5012524 Storm Drain Pipe, 24"	L.Ft.	90	\$ 40.00	\$ 3,600.00
16	5012924 Pipe Culvert, 24"	L.Ft.	38	\$ 30.00	\$ 1,140.00
17	5030057 Concrete Catch Basin (C-15.20) One 10' Wing, H=8' or Less	Each	1	\$ 3,100.00	\$ 3,100.00

TRACS NUMBER
1011 MA 23 H4733 01C

COMBINED ESTIMATE
100% Yorkshire Drive

Sheet 2 of 3
Date: 3/30/98

PROJECT NUMBER
600-1(12)

EXHIBIT "A"

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Concrete Catch Basin (C-15.92) H=8' or Less	Each	1	\$ 1,800.00	\$ 1,800.00
2	Sign Post (P-2) (Perforated) (Telescoping)	L.Ft.	45	\$ 15.00	\$ 675.00
3	Foundation For Sign Post (P-2)(Perforated)	Each	3	\$ 150.00	\$ 450.00
4	Maintenance And Protection Of Traffic	L.Sum	1	\$ 25,000.00	\$ 25,000.00
5	Obvliterate Pavement Marking	L.Ft.	342	\$ 0.50	\$ 171.00
6	Pavement Marking (White Sprayed Thermoplastic)(0.060")	L.Ft.	4,021	\$ 0.20	\$ 804.20
7	Pavement Marking (Yellow Sprayed Thermoplastic)(0.060")	L.Ft.	2,124	\$ 0.20	\$ 424.80
8	Permanent Pavement Marking (Painted Symbol) (Arrow)	Each	2	\$ 80.00	\$ 160.00
9	Permanent Pavement Marking (Painted Legend) (Only)	Each	1	\$ 100.00	\$ 100.00
10	Traffic Signal Modification (Yorkshire / West Frontage Road)	L.Sum	1	\$ 10,000.00	\$ 10,000.00
11	Remove and Reinstall Electrical Equipment (Yorkshire, W. Frontage Rd. Traffic Signal)	L.Sum	1	\$ 8,000.00	\$ 8,000.00
12	Seeding (Class II)	Acre	1	\$ 1,200.00	\$ 1,200.00
13	Mobilization (10%)	L.Sum	1	70,186.29	\$70,186
14	Chain Link Fence, Type 1 (72")	L.Ft.	905	\$ 7.00	\$ 6,335.00
15	Concrete Curb And Gutter (Type D)	L.Ft.	266	\$ 9.00	\$ 2,394.00
16	Concrete Sidewalk (C-05.20)	Sq.Ft.	13,720	\$ 3.00	\$ 41,160.00
17	Concrete Sidewalk Ramp (Type 3)	Each	4	\$ 400.00	\$ 1,600.00

TRACS NUMBER
101 I MA 23 H4733 01C

COMBINED ESTIMATE
100% Yorkshire Drive

Sheet 3 of 3
Date: 3/30/98

PROJECT NUMBER
600-1(12)

EXHIBIT "A"

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Concrete Barrier (C-10.65)	L.Ft.	1,272	\$ 22.00	\$ 27,984.00
2	Concrete Half Barrier Transition (C-10.75)	Each	1	\$ 2,200.00	\$ 2,200.00
3	Concrete Half Barrier Transition (C-10.76)	Each	3	\$ 2,200.00	\$ 6,600.00
4	Right-Of-Way Marker	Each	4	\$ 125.00	\$ 500.00
5	Retaining Wall	Sq.Ft.	15,456	\$ 21.00	\$ 324,576.00
6	Provide-On-The-Job Training	L.Sum	1	\$ 320.00	\$ 320.00
7	Force Account Work (Electrical Service)	L.Sum	1	\$ 1,200.00	\$ 1,200.00
8	Force Account (Storm Water Pollution Prevention)	L.Sum	1	\$ 2,050.00	\$ 2,050.00
9	Contractor Quality Control	L.Sum	1	\$ 18,000.00	\$ 18,000.00
10	Construction Staking and Layout	L.Sum	1	\$ 25,000.00	\$ 25,000.00
11	SUBTOTAL YORKSHIRE DRIVE				\$701,862.92
12					
13	CONSTRUCTION ENGINEERING & CONTINGENCIES (14%)				\$98,260.81
14					
15	TOTAL				\$800,123.73
16					
17					

800,123.73
700,161.73
800,123.73

Estimated Labor

EXHIBIT "A"

Contract 86-07
Outer Loop Highway
Pima/I-17 TI
Project RAM-600-1-
TRACS No.

Contract Modification Request No. 79 - Pima Freeway/I-17 TI
East Leg

ESTIMATED DIRECT LABOR

Classification	Estimated Manhours	Average Hourly Rate	Labor Cost
	3	\$50.65	\$152
Project Principal	24	\$30.30	\$727
Project Manager	109	\$28.18	\$3,072
Project Engineer	86	\$19.77	\$1,700
Engineer/Designer	86	\$12.95	\$1,114
Technician/Drafter	6	\$12.34	\$74
Secretarial/Clerical			
<hr/>			
Total Estimated Labor	314		\$6,839
OVERHEAD Maximum Provisional @ 150% of			\$6,839
			\$10,259
Sub Total			<hr/> \$17,098

ESTIMATED DIRECT EXPENSES

Computer Aided Drafting & Design @ \$10.00/hr	\$1,032
Printing & Reproduction	\$213
Deliveries and Communications	\$40
Mileage	\$0
Travel and Expenses	\$0
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Total Estimated Expenses	\$1,285

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

T.Y.Lin International	\$	-
AGRA	\$	-
<hr/>		
Total Estimated Outside Services	\$	-
Net Fee	10.00%	\$1,710
		\$20,093
Total Estimated Increase in Cost		



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0732TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE July 21, 1998.

GRANT WOODS

Attorney General

JAMES R. REDPATH

Assistant Attorney General

Transportation Section

JRR:et/13849

Enc.